

MEMORANDUM OF UNDERSTANDING

(Deputy Probation Officer Unit)

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this seventeenth day of March 2005 by and between the COUNTY OF MADERA (hereinafter referred to as "COUNTY") and the DEPUTY PROBATION OFFICER UNIT (hereinafter referred to as "ASSOCIATION"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the MEMORANDUM will become binding between the COUNTY and the ASSOCIATION.

W I T N E S S E T H:

- 01.00.00 GENERAL PROVISIONS - DEFINITIONS.
- 01.01.00 EMPLOYER. The term "EMPLOYER" as used herein shall refer to the COUNTY OF MADERA.
- 01.02.00 ASSOCIATION. The term "ASSOCIATION" as used herein shall refer to the DEPUTY PROBATION OFFICER UNIT.
- 01.03.0 EMPLOYEE. The term "EMPLOYEE" as used herein shall mean any person in the Classified Service employed by the COUNTY who is occupying a permanent position, within the Deputy Probation Officer Unit as established under the provisions of Madera County Code Chapters 2.60 and 2.63.
- 01.04.00 APPOINTING AUTHORITY. The term "APPOINTING AUTHORITY" as used herein shall mean the group or person having the lawful power to make appointments or to remove persons from positions in the County service.
- 02.00.00 RECOGNITION.
- 02.01.00 ASSOCIATION RECOGNITION. Pursuant to Sections 3500-3510 of the Government Code of the State of California and subject to the provisions of Madera County Code Chapter 2.63, the ASSOCIATION is recognized as the certified EMPLOYEE organization having the exclusive right to meet and confer for all EMPLOYEES within classifications designated as Deputy Probation Officer Unit classifications.
- 02.02.00 The classifications in this Unit are listed in the Attachment 'A'.
- 02.03.00 RECOGNITION OF MUTUAL OBLIGATION. The ASSOCIATION and EMPLOYER recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to, the conditions and clauses set forth in this MEMORANDUM OF UNDERSTANDING.

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- 03.00.00 **HIRING PROVISIONS.**
- 03.01.00 **NON-DISCRIMINATION.** No EMPLOYEE covered by this Agreement shall be unlawfully discriminated against by the EMPLOYER, or by the ASSOCIATION by reason of race, color, religion, ancestry, marital status, disability, sex, age, national origin, political affiliation, sexual orientation, or union affiliation.
- 03.02.00 **EMPLOYMENT.** As provided in Madera County Code Section 2.63.040, the EMPLOYER will not interfere with or discriminate against any EMPLOYEE by reason of membership in the ASSOCIATION.
- 04.00.00 **ASSOCIATION SECURITY.**
- 04.01.00 The ASSOCIATION recognizes its obligation to cooperate with the EMPLOYER to assure maximum service of the highest quality and efficiency to the citizens of the COUNTY OF MADERA, consistent with its responsibilities to the EMPLOYEES it represents; as the certified EMPLOYEE organization, the ASSOCIATION is obligated to represent all EMPLOYEES covered by the MEMORANDUM OF UNDERSTANDING.
- 04.02.00 The EMPLOYER will deduct ASSOCIATION dues from the payroll warrant of each EMPLOYEE who has submitted a payroll deduction authorization. The EMPLOYER will deduct an ASSOCIATION service fee for all other EMPLOYEES in the Unit in an amount determined by the ASSOCIATION to pay for representation costs as are permitted under State law. Such dues and service fees deductions shall be remitted to the ASSOCIATION with an itemized statement.
- 04.03.00 The ASSOCIATION shall keep the EMPLOYER currently informed as to the amount of dues to be deducted and such notification shall be certified to the EMPLOYER in writing over the signature of authorized Officers or Representatives of the ASSOCIATION.
- 04.04.00 The changes in the ASSOCIATION membership dues shall be certified to the EMPLOYER at least one (1) month in advance of the effective date of such changes and the EMPLOYER shall have no responsibility for the collecting of fees, assessments, or other deductions unless such deductions are certified to the EMPLOYER as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.
- 04.05.00 The ASSOCIATION shall indemnify, defend, and hold the EMPLOYER harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues collected by the EMPLOYER and paid over to the ASSOCIATION.
- 04.06.00 The ASSOCIATION agrees to refund to the EMPLOYER any amounts paid to it in error upon presentation of proper evidence thereof.
- 04.07.00 The ASSOCIATION shall be informed in advance in writing by the EMPLOYER of any proposed change in working conditions and other terms and conditions of employment not covered by this Memorandum which requires the EMPLOYER to meet with Employee Representatives as set forth within the provisions of the Meyers-Milias-Brown Act. In instances where the EMPLOYER is proposing to grant recognition to an employee, or employees, that are not in the form of cash, and do not exceed a value of \$200 per employee

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in any given calendar year, the employer will notify the ASSOCIATION, however under such circumstances there shall be no obligation to meet and confer.

- 04.08.00 The ASSOCIATION recognizes its responsibility as the designated representative and agrees to represent all EMPLOYEES in the unit without discrimination of any type, interference, restraint, or coercion, subject to their employment relations with the EMPLOYER.
- 05.00.00 MANAGEMENT RIGHTS
- 05.01.00 The EMPLOYER retains the exclusive right to manage the COUNTY. All the rights, powers, functions and authority of the EMPLOYER which it had prior to the time the ASSOCIATION became certified as Representative of the EMPLOYEES of the EMPLOYER and which are not limited or modified by specific provisions of this Memorandum, are retained by the EMPLOYER. The EMPLOYER specifically retains the right to manage and supervise its EMPLOYEES as follows:
- (a) To hire, promote, transfer, assign, classify positions, retain EMPLOYEES, and to suspend, demote, discharge, or take other disciplinary action against EMPLOYEES.
 - (b) To lay off, or demote EMPLOYEES from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.
 - (c) To determine the policies, standards, procedures, methods, means and personnel by which COUNTY operations are to be conducted.
 - (d) To take whatever actions may be necessary to carry out the mission of the COUNTY in situations of emergency.
 - (e) All rights formerly or presently claimed by or vested in the COUNTY on the effective date of this Memorandum of Understanding and not otherwise mentioned in Section 05.01.00 (MANAGEMENT RIGHTS) are retained by the COUNTY unless explicitly waived by the COUNTY by Resolution or by a Memorandum of Understanding.
 - (f) To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided by the California Government Code, and designating such employees in the current Schedule of Departments and Authorized Positions adopted by resolution.
 - (g) Nothing in this policy shall be construed to interfere with the COUNTY'S right to manage its operations in the most economical and efficient manner consistent with the best interest of all the citizens, taxpayers, and EMPLOYEES of Madera County.
- 06.00.00 ASSOCIATION RIGHTS
- 06.01.00 The ASSOCIATION recognizes its obligation to cooperate with the EMPLOYER to assure maximum service of the highest quality and efficiency to the citizens of Madera County, consistent with its obligations to the EMPLOYEES it represents.

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- 06.02.00 EMPLOYER and the ASSOCIATION affirm the principle that harmonious EMPLOYEE-EMPLOYER relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the COUNTY shall notify that person that the ASSOCIATION is the certified representative for the EMPLOYEES and shall notify the ASSOCIATION of such hiring.
- 06.03.00 The EMPLOYER shall provide the ASSOCIATION space on COUNTY bulletin boards for posting of ASSOCIATION bulletins and other notices to its members.
- 06.04.00 Representatives of the ASSOCIATION shall have reasonable access to EMPLOYEES, during their scheduled rest periods, provided such access does not interfere with COUNTY business. Department Heads and first-line supervisors will be notified by the EMPLOYER of the provisions of this Section. Solicitation for membership shall not be conducted during working time.
- 06.05.00 Representatives of the ASSOCIATION shall have access to any EMPLOYEE or EMPLOYEES presenting a grievance, and any EMPLOYEE has the right to have an ASSOCIATION Representative represent him or her at all stages of disciplinary action. A Representative of the ASSOCIATION may be present upon request during questioning of an EMPLOYEE which may lead to disciplinary action against said EMPLOYEE. This Section shall not infringe on any management rights set forth in Section 05.01.00.
- 06.06.00 The ASSOCIATION may select one (1) EMPLOYEE representative and one alternate representative for each department, not to exceed a total of eight (8), where EMPLOYEES covered by this Memorandum are normally assigned.
- 06.07.00 The EMPLOYER shall provide release time for official Representatives of the ASSOCIATION upon request, with the approval of the Department Head, for the following reasons:
- (a) Attendance at meetings of disciplinary nature when presence is requested by the EMPLOYEE.
 - (b) Attendance at meetings with Management at either the Departmental or County level.
 - (c) Meet and confer session.
 - (d) Attendance at meetings when requested by the Board and/or Commissions that affect wages, hours, and working conditions of EMPLOYEES represented by this Memorandum of Understanding.
- 06.08.00 In addition to regularly assigned work, the ASSOCIATION Representatives shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. The Representative may contact the Business Representatives during business hours to report grievances, violations of this Memorandum of Understanding, or safety violations.
- 06.09.00 The ASSOCIATION may designate different official representatives for the purpose of meeting with management on a departmental and administrative level. The ASSOCIATION may also designate alternates to such official representative for the purpose of specific meetings by advance notice to the County Administrative Officer or designee.

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07.00.00 EMPLOYEE RIGHTS

- 07.01.00 General Provisions. Execution of this Memorandum of Understanding by the ASSOCIATION shall not be deemed a waiver of any ASSOCIATION or EMPLOYEE right unless the right is clearly or explicitly modified or restricted herein.
- 07.02.00 Representation Rights and Responsibilities. All EMPLOYEES in the Deputy Probation Officer Unit shall be allowed, subject to lawful limitations as may be prescribed in the ASSOCIATION'S by-laws, full voice, vote, and influence on positions and proposals of the ASSOCIATION.
- 07.03.00 Human Resources Department Files. The Department of Human Resources shall keep such records, in compliance with applicable laws, as are necessary for transactions and reference and for making reports showing administrative actions, including: records of all examinations; eligible lists; records and files of employment history of each EMPLOYEE; vacation, sick leave, and injury records; payrolls; history of each position; and correspondence.
- 07.04.00 Confidential Nature of Personnel Records. All official personnel records/files shall be considered to be of a confidential nature and will be made available only to the EMPLOYEE, to the Board of Supervisors, to County Counsel, to the EMPLOYEE'S appointing authority or his/her representative. Records shall not be released to any other official or to the public without specific authorization of the employee, except in response to a valid subpoena.
- 07.05.00 All documents critical of an EMPLOYEE, including performance evaluations, to be placed in the personnel file must be signed and dated by the submitting authority, after the following has occurred:
- (a) EMPLOYEE is given notice.
 - (b) EMPLOYEE is given a copy of the document.
 - (c) EMPLOYEE is given an opportunity to review and comment thereon.
- 07.06.00 If an EMPLOYEE disagrees with the content of a document, including performance evaluations, placed in his/her personnel file, it shall be the right of the EMPLOYEE to submit a written response to the Director of Human Resources to be attached to the document in question and included in the file. Performance evaluations may be responded to in writing by Unit members. The written response will be attached to the evaluation and be placed in the EMPLOYEE'S personnel file.
- 07.07.00 Transfers. An EMPLOYEE may request consideration for transfer to vacant positions in the same class by submitting a written request to the Director of Human Resources. When vacancies occur in the class, the names of EMPLOYEES requesting transfer shall be submitted for consideration along with the certification of names from an eligibility list. The EMPLOYEE'S current department cannot unreasonably deny a transfer request.
- 07.08.00 Requests for Reassignment. EMPLOYEES who wish to be considered for reassignment to another position in the same class within their department may do so by submitting a written request to their appointing authority. Requests for reassignment shall be considered prior to any other requests for transfer or certification of names from an eligibility list.

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- 07.09.00 Reduction in Force - Layoff.
- 07.09.01 Layoffs shall be within each department.
- 07.09.02 Layoffs shall be within the designated class only. A person designated to be laid off shall not have the right to a position occupied by an EMPLOYEE in a lower class unless such EMPLOYEE is in the same department and is in a provisional or temporary status.
- 07.09.03 Provisionals shall be laid off first.
- 07.09.04 Layoff of probationary or permanent EMPLOYEES shall be on the basis of total actual time worked, excluding leave without pay, in the class for the COUNTY, not counting time worked in a temporary or provisional status. Those with least service will be laid off first.
- 07.09.05 When two or more EMPLOYEES have the same total full-time equivalent work in the class for the COUNTY, the tie shall be broken and preference given in the following order:
- (a) EMPLOYEE with the greatest seniority in the class, or the higher class in the department.
 - (b) EMPLOYEE with the greatest seniority in the class County-wide.
 - (c) EMPLOYEE with the greatest seniority within the department.
 - (d) EMPLOYEE with the greatest seniority County-wide.
- 07.09.06 EMPLOYEES, subject to layoff, will be given written notification by the Department of Human Resources of the tentative plans for a staff reduction, and the effective date of such action. Generally, the notification will be given to the EMPLOYEES at least 30 days in advance of the lay-off. A copy of the notification will be submitted concurrently to the ASSOCIATION.
- 07.09.07 Should the Board of Supervisors determine a reduction in staff is necessary, the EMPLOYEES determined to be subject to the layoff will be notified in writing as far in advance of the effective date of the action as possible. The EMPLOYEES will also be informed as to their placement on the reinstatement eligible list. A copy of the notification will be submitted concurrently to the ASSOCIATION.
- 07.09.08 Voluntary layoff may be granted to an employee in a class for a position that will be laid off even though the employee would have sufficient seniority to not be laid off. The purpose of this provision is to permit the substitution of a more senior employee for layoff in place of a less senior employee on a voluntary basis.
- 07.10.00 Demotion in Lieu of or After Layoff.
- (a) An employee designated to be laid off may elect to be demoted to a lower class in the same series of classes provided that such demotion shall not result in the layoff or demotion of any EMPLOYEE in the lower class.
 - (b) An EMPLOYEE who has been laid off may be placed on a reinstatement eligible list for a lower class in the same series of classes at his/her request. His/her name shall be placed on such list after names of EMPLOYEES laid off from positions in that class.
 - (c) Demotions and appointments resulting from (a) and (b) above shall in no way affect the EMPLOYEE'S position on a reinstatement eligible list for the class from which he was laid off.

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- 07.10.02 EMPLOYEES appointed to a position of the same salary range or to a position of a lower range than previously occupied as a result of a transfer, downward classification, or voluntary demotion, shall be paid at the step providing the closest monthly salary as before, except that the salary shall not be higher than the amount previously received or "E" step in the new range. The anniversary date shall remain unchanged.
- 07.11.00 Reinstatement After Layoff:
- (a) EMPLOYEES laid off in accordance with Madera County Code Section 2.57.100 shall be placed on a reinstatement eligible list for the class with the employee last to be laid off first on such list and continuing in inverse order of layoff. Names shall remain on the reinstatement eligible list for two years.
 - (b) Such EMPLOYEES shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Services Rules and shall be subject to a new probationary period.
 - (c) If an EMPLOYEE whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested his/her name alone shall be certified.
- 07.12.00 Representation of EMPLOYEES. The EMPLOYER recognizes that EMPLOYEES in the Deputy Probation Officer Unit may be represented by the ASSOCIATION in their employer-employee relationship with the COUNTY.
- 07.12.01 An EMPLOYEE whose presence is requested by Management to investigate, discuss or review an action of the EMPLOYEE leading to discipline, has a right to be represented by an Officer, Director or Business Representative of the ASSOCIATION.
- 07.12.02 The EMPLOYER may call in an EMPLOYEE to discuss evaluation and work performance. However, the EMPLOYEE reserves the right to be accompanied by a Representative if specific disciplinary action is discussed. An EMPLOYEE may inquire prior to attending any meeting as to the nature of the meeting.
- 07.12.03 The presence of a responsible representative of the EMPLOYEE'S own choosing who is not an Officer, Director or Business Representative of the ASSOCIATION shall satisfy the requirements of this section.
- 08.00.00 REST PERIODS.
- 08.01.00 EMPLOYEES shall normally be allowed rest periods once before the meal break and once after the meal break not to exceed 15 minutes each. Rest periods will be scheduled by the EMPLOYER consistent with the workload and in accordance with the requirement of the department.
- 09.00.00 GRIEVANCE PROCEDURES.
- 09.01.00 Definitions. A grievance is a complaint or claim by an EMPLOYEE, a group of EMPLOYEES or the ASSOCIATION of a violation of this Agreement, or other terms or conditions of employment. It may involve such things as a claimed violation of established rules or past practices.

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- 09.02.00 Adjustment Procedure. Any EMPLOYEE having any grievance shall proceed as follows:
- 09.02.01 (A) A written grievance must be filed within ten (10) working days from the time the Grievant becomes aware or should have become aware of the issue or incident giving rise to the problem.
1. The Grievant shall first seek an adjustment of the grievance by the immediate supervisor unless the supervisor is a party to the grievance. Upon receipt of the written grievance, the immediate supervisor shall give the Grievant a written reply within ten (10) working days.
 2. If the immediate supervisor's response is not satisfactory to the Grievant, the Grievant may, within five (5) working days, file an appeal to the Department Head. The Department Head shall give the Grievant a written response within ten (10) working days.
 3. The COUNTY and the ASSOCIATION may mutually agree to waive steps 1 and 2 and proceed directly to use of the Grievance Advisory Committee when an issue is not within Departmental jurisdiction.
 4. If the Department Head's response is not satisfactory to the Grievant, the Grievant may, within five (5) working days, file an appeal to the Director of Human Resources requesting a hearing before the Grievance Advisory Committee.
 - (a) The Grievance Advisory Committee shall be comprised of one (1) representative selected by the Grievant, one (1) representative selected by the Department Head, and one (1) member of the Civil Service Commission, selected by the President of the Commission, who shall serve as Chairman. No member of the Committee selected by the Grievant and Department Head shall be from the Department of the Grievant or have direct involvement in the grievance in question.
 - (b) The Grievance Advisory Committee shall be convened within twenty (20) working days to hear the grievance, which may be continued from time to time.
 - (c) The Grievance Advisory Committee shall render a recommendation with ten (10) working days of the hearing.
 - (d) The recommendation of the Committee shall be submitted to the Civil Service Commission for its review and decision. Should the Commission not accept the findings or recommendation(s) of the Advisory Committee, a hearing date may be set to review the case. The decision of the Commission shall be final.
- 09.03.00 All time limits herein stated above may be extended by mutual agreement of the parties involved.
- 10.00.00 IMPASSE PROCEDURE.
- 10.01.00 "IMPASSE" means that the Representatives of the COUNTY and the ASSOCIATION have reached a point in their meeting and conferring in good faith to establish a successor Memorandum of Understanding where their differences on matters to be included in such a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial that further meeting and conferring would be futile.

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- 10.02.00 Initiation of Impasse Procedures: If the meet and confer process has reached impasse, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the COUNTY'S designated Employee Relations Officer. The purpose of such an impasse meeting shall be:
- (a) To identify and specify in writing the issues that remain in dispute;
 - (b) To review the positions of the parties in a final effort to resolve such disputed issue or issues; and
 - (c) If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures provided.
- 10.03.00 Mediation: If either party desires to submit the dispute to mediation, the dispute shall be submitted to the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
- 10.04.00 Fact Finding: If an impasse continues after mediation, either party may elect to use fact finding. The parties will agree as to the identity of, or the method of selecting, the fact finder. If mutual agreement to select the fact finder cannot be attained with five days of receipt of a demand for fact finding, the parties shall request a panel of five (5) names from the State Conciliation Service. The parties shall then alternatively strike names from said panel, with the COUNTY striking first, until only one name remains, and that person shall be the fact finder.
- If the parties mutually agree to fact finding, the costs thereof, if any, shall be shared equally. If, however, one party does not desire fact finding, the party requesting fact finding will bear such costs.
- If fact finding is used, the following shall apply:
- (a) The parties shall instruct the fact finder on the specific facts to be ascertained;
 - (b) The fact finder's findings shall be without recommendation and shall be submitted directly to the parties concerned; and
 - (c) The parties shall attempt to reach an agreement by meeting and conferring in good faith on the basis of the fact finder's findings.
- 11.00.00 COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING.
- 11.01.00 In the event of any violation of the terms of this Memorandum of Understanding (MOU), responsible and authorized representatives of the ASSOCIATION or the EMPLOYER, or any individual Department Head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing about compliance with the terms of this MOU. Individuals acting or conducting themselves in violation of the terms of this MOU may be subject to discipline, up to and including discharge. The EMPLOYER shall enforce the terms of this MOU on the part of its supervisory personnel; the ASSOCIATION shall enforce the terms of this MOU on the part of its members.
- 11.02.00 A dispute or difference of opinion concerning the enforcement of this MOU by the EMPLOYER or the ASSOCIATION, shall first be presented in writing to the other party in an attempt to settle the matter.

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12.00.00 CIVIL SERVICE CHANGES.

12.01.00 The parties agree that, absent any mitigating circumstances, and should an employee be absent without approved leave for a period of five (5) days, that action shall be considered Abandonment of Position and shall result in termination of employment.

13.00.00 WAGES/RETIREMENT

13.01.00 The wage rates for all EMPLOYEE classifications covered herein shall be as shown in the attached Classification/Range Listing and Salary Table. The County pays on a monthly basis. The salary schedule currently in effect shall be adjusted by 2.5% effective March 1, 2005. The salary schedule shall be further adjusted as follows:

2.5% increase, effective January 1, 2006

2.5% increase, effective January 1, 2008

2.0% increase, effective January 1, 2009

2.0% increase, effective January 1, 2010

2.0% increase, effective January 1, 2011

13.01.01 The COUNTY agrees to implement a PERS contract amendment to reclassify EMPLOYEE classifications covered herein from "miscellaneous" to "safety" to provide for a Local Safety Employee formula of 3%@55 with compensation based on EMPLOYEE'S single highest year, to be effective June 1, 2007. The COUNTY estimates the cost to implement this benefit to be 10%. Should the cost be less than 10%, employees of the Unit shall be provided with a one-time payment equal to the difference between 10% and the actual cost of implementation in the June 2008 payroll. Should the cost of implementation be more than 10%, the difference between 10% and the actual cost of implementation shall result in an adjustment of the salary increases in the last four (4) years of the MOU, to be reduced in an equal amount each year. Should the cost exceed 16%, the parties agree to reopen the MOU.

13.02.00 The COUNTY agrees to an EMPLOYER-paid member contribution to CalPERS as follows: Effective March 1, 2005, the EMPLOYER shall continue to contribute the full percentage (7%) of EMPLOYEE'S share of PERS for miscellaneous coverage; Effective June 1, 2007, the EMPLOYER shall contribute the full percentage (9%) of EMPLOYEE'S share of PERS for safety coverage.

13.03.00 Effective the month following completion of ten (10) years continuous full-time, satisfactory service with the COUNTY, exclusive of approved leave without pay, EMPLOYEES in the Deputy Probation Officer Unit shall, in addition to his/her regular salary, receive longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step two ranges higher on the chart of the Salary Resolution, which approximates 5%.

13.04.00 In addition to the benefits provided after ten (10) years service, EMPLOYEES, effective the month following fifteen (15) years continuous full-time satisfactory service, shall receive additional longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step one range higher on the chart of the Salary Resolution, which approximates 2.5%.

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Effective the month following twenty (20) years continuous full-time satisfactory service, an EMPLOYEE in said representation units shall receive additional longevity pay equivalent to the difference between his/her salary or salary step and the same salary or salary step one range higher on the chart of the Salary Resolution, which approximates 2.5%.

13.05.00 The EMPLOYER agrees to maintain the current Local Safety contract provision with the Public Employees' Retirement System (PERS) to provide an option for EMPLOYEES to purchase military service credit at the EMPLOYEE'S expense.

13.06.00 Bilingual Compensation. Any EMPLOYEE in the covered classifications determined by the Department of Human Resources to proficiently communicate in a second language, may be eligible for additional compensation. For positions identified as requiring the use of this second language at least 25% of the work time, the supplemental compensation shall be forty-five dollars (\$45) per month.

Employees receiving more than forty-five dollars (\$45) per month as of June 30, 1994, shall continue to receive the amount paid as of that date. For those positions approved for occasional use of the second language, the supplemental compensation shall be twenty dollars (\$20) per month.

The Administrative Officer will determine the number of positions that will be allocated to a Department.

13.07.00 In order to be eligible for bilingual pay, an employee must proficiently speak or communicate another language. To qualify for occasional use the employee must be tested by the Department of Human Resources to demonstrate proficiency in communicating the second language. To qualify for the forty-five dollars (\$45) per month differential the employee must demonstrate use of the language for at least 25% of time worked. This is achieved by filling out a work activity log. The Department of Human Resources will provide an employee with a work activity log along with an explanation for filling out the log. The log must be filled out over 10 consecutive working days and must be signed off by the employee's immediate supervisor. The log is then submitted to the Department of Human Resources for verification that the other language was spoken 25% or more of the employee's work time.

13.08.00 If the time is verified, a proficiency examination must then be taken, unless it has already been completed on the basis of occasional use. As with occasional use, if the employee is deemed proficient in the language as a result of testing administered by the Department of Human Resources, the employee will qualify for the bilingual premium. Following the commencement of this agreement the premium pay for either occasional use or 25% use will be effective either the first of the month following the date that the department certifies the bilingual services began or the 1st day of the month following the submission of either the request for occasional use or the work activity log to the Department of Human Resources. In the second case, a pay adjustment will be made if the proficiency examination causes a delay in processing.

If an employee fails to meet the 25% time qualification or does not pass the proficiency examination, the employee must wait six months to again be considered for the bilingual premium.

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- 13.09.00 Any Deputy Probation Officer assigned to the Narcotics Enforcement Team will receive a 2 ½% differential.
- 13.10.00 All employees placed on Step A will remain on Step A for 12 months before being moved to step B.
- 13.11.00 EMPLOYEES shall receive monthly pay on the last working weekday of the month except in circumstances which are beyond the control of the Board of Supervisors.
- 13.12.01 The COUNTY shall provide EMPLOYEES the option of automatic deposit of their monthly pay to certain financial institutions.
- 13.12.02 The County Auditor-Controller shall be authorized to apply, in full, any necessary salary adjustment resulting from overpayment or underpayment to the next succeeding pay period, without regard to cause of such underpayment or overpayment.
- 14.00.00 **WORKDAY AND WORKWEEK.**
- 14.01.00 Workweek and Working Hours. Except as specifically provided in this Memorandum of Understanding, eight hours per day, exclusive of mealtime, shall constitute a regular days' work for all EMPLOYEES covered by this Memorandum of Understanding. The Workweek shall be five (5) working days of eight hours each, unless mutually agreed upon in writing between COUNTY and ASSOCIATION as provided in Section 15.02.00.
- 15.00.00 **OVERTIME.**
All classifications receiving time and one-half overtime are listed in Attachment A.
- 15.01.00 Overtime work for EMPLOYEES within the Deputy Probation Officer Unit shall be subject to the following:
- (a) Except in cases of emergency, EMPLOYEES shall not be required to work overtime unless such overtime has been specifically authorized.
 - (b) EMPLOYEES required to work overtime shall be compensated by allowing the EMPLOYEE compensatory time. Should an EMPLOYEE accumulate compensatory time in excess of forty (40) hours, overtime shall then be compensated by either cash or compensatory time at the EMPLOYEE'S option. An EMPLOYEE requesting the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time off will not unduly disrupt the operations of the EMPLOYEE'S department.
 - (c) The EMPLOYEE shall have a vested interest in being paid for such accumulated compensatory time upon termination of employment for any reason. The hourly rate being received at the time of termination is to be used in the computation of the amount due.
 - (d) Should an EMPLOYEE who has accumulated forty (40) hours compensatory time use all or part of it, compensation for further overtime worked will revert to mandatory compensatory time until the maximum of forty (40) hours is again accumulated.
 - (e) When, due to an emergency, an EMPLOYEE is required to return to work on other than his regularly scheduled workday, the EMPLOYEE shall be entitled to callback compensation. The COUNTY shall compensate the EMPLOYEE a minimum of two

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(2) hours overtime compensation irrespective of the actual time worked when an EMPLOYEE is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total compensation shall be for the hours actually worked.

- (f) All cash payments for overtime worked shall be included in the regular salary check in the pay period next succeeding the period in which it was worked.

15.02.00 Meals. When an EMPLOYEE is required to work more than three (3) hours of overtime in one work shift, and due to the nature and/or location of the work is unable to go home for a meal, the COUNTY agrees to provide for or reimburse out-of-pocket expenses for all meals incurred until such time as the EMPLOYEE is allowed to go home. The three (3) hour overtime requirement shall be waived in cases of emergency call out. Reimbursement of meals shall be limited to \$7.00 for breakfast, \$10.00 for lunch and \$17.00 for dinner per EMPLOYEE.

16.00.00 STANDBY COMPENSATION.

16.01.00 Definition of Standby. When the EMPLOYER requires an EMPLOYEE to remain available for call-back at any time, the EMPLOYEE shall receive standby pay. Except in cases of emergency, all standby shall be approved in advance by the County Administrative Officer or his representative.

16.02.00 When an EMPLOYEE is required to standby, he shall be compensated for such standby time at the rate of two dollars (\$2.00) per hour.

17.00.00 CALL-BACK COMPENSATION

17.01.00 Definition. When the EMPLOYER, due to an emergency, requires an EMPLOYEE to return to work other than his regularly scheduled workday, the EMPLOYEE shall be entitled to call-back compensation.

17.02.00 The EMPLOYER shall compensate the EMPLOYEE a minimum of two (2) hours overtime compensation irrespective of the actual time worked when an EMPLOYEE is called back to perform an emergency task. In the event the task exceeds two (2) hours' duration, the total compensation shall be for hours actually worked.

18.00.00 SHIFT DIFFERENTIAL.

18.01.00 EMPLOYEES who are required to perform night duty as defined herein on regularly established shifts, shall, in addition to their regular salary, be paid \$3.00 per night shift worked.

18.02.00 Night duty shall mean an assigned schedule of work hours of which at least 6/8 of the shift is after 5:00 p.m. and before 8:00 a.m.

18.03.00 Night duty, as herein provided, is limited to the first eight (8) hours of a work shift exclusive of overtime and does not include standby time, or call-back overtime.

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19.00.00 MISCELLANEOUS PROVISIONS.

19.01.00 The COUNTY agrees to comply with any requirements of SB 739.

19.02.00 Effective July 1, 2005, the COUNTY agrees to develop a Juvenile Detention Officer III classification and modify the current allocations as follows: Juvenile Hall = Reduce the allocation for Juvenile Detention Officer I/II by four (4) positions, and add an allocation for four (4) Juvenile Detention Officer III positions; Boot Camp = Reduce the allocation for Juvenile Detention Officer I/II by four (4) positions, and add an allocation for four (4) Juvenile Detention Officer III positions .

20.00.00 PAY CONDITIONS

20.01.00 This Memorandum is intended to cover all aspects of wages and working conditions for EMPLOYEES covered herein. Therefore, nothing in this Memorandum shall prevent the EMPLOYER from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum, such as retirement plans, salary continuation plans, etc., subject to the Meet and Confer requirements, if any of the Meyers-Milias-Brown Act.

20.02.00 If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification as determined by the Civil Service Commission, the EMPLOYER and the ASSOCIATION, acting under the provisions of Section 2 (A) of Madera County Ordinance 369 and Madera County Code Chapter 2.60, shall determine the wage rate through the established procedures.

20.03.00 When an EMPLOYEE is temporarily assigned work out-of-classification, the EMPLOYEE will receive the pay of the higher classification commencing on the 15th regularly scheduled consecutive working day of such assignment. All requests for temporary assignments shall be submitted to the County Administrative Officer for authorization or denial.

20.04.00 Employees covered may take the option of having their payroll check mailed. Employees requesting this service must make prior arrangements and provide addressed and stamped envelopes to the Auditor's Office. This request must be made in writing and the County shall be held harmless should delays in the mail occur.

20.05.00 All leave time, regardless of type, shall be used and charged by actual time used. Increments of even hours will be charged per past practice. Increments of less than one hour will be recorded and adjusted by the department in which the Employee is assigned.

20.06.00 A promotional probationary EMPLOYEE who is returned to his/her former position due to another EMPLOYEE'S failure to complete a required probationary period, shall have the right to return to that specific promotional position for a period of two years from the date of release. Such EMPLOYEE shall be required to satisfactorily complete the remaining portion of the probationary period.

21.00.00 PERSONAL VEHICLE USAGE.

21.01.00 EMPLOYEES required to use their private vehicles for County business shall be compensated for the use of said vehicle at the IRS approved rate adopted by the County Board of Supervisors.

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- 21.02.00 Compensation for mileage shall be paid no later than the fifth (5th) working day of each month subject to the submission of mileage claims as prescribed by the Auditor-Controller.
- 22.00.00 SAFETY.
- 22.01.00 The EMPLOYER and the ASSOCIATION undertake to promote in every way possible the realization and the responsibilities of the individual EMPLOYEE with regard to preventing accidents to themselves or their fellow EMPLOYEES.
- 22.02.00 The EMPLOYER shall comply with all applicable laws and regulations pertaining to occupational safety and health.
- 22.03.00 The EMPLOYER agrees to make all reasonable provisions for safety and health of its EMPLOYEES.
- 22.04.00 In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The EMPLOYER shall remedy the problem as soon as possible and no EMPLOYEE shall be exposed to the unsafe conditions pending its corrections.
- 22.05.00 No EMPLOYEE shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.
- 22.06.00 If the Department Head determines that EMPLOYEE safety requires the carrying of non-lethal chemical agents, the County will provide the necessary training and equipment.
- 22.07.00 Safety Review Committee. The parties agree to the establishment of a Labor/Management Safety Committee to discuss and resolve problems concerning the Health, Safety and Education of County EMPLOYEES. The matters subject to review will include whether safety standards of equipment and clothing utilized by the COUNTY are sufficient to insure the maximum safety of all affected EMPLOYEES. The Committee shall make recommendations to the Board of Supervisors.
- 22.08.00 Deputy Probation Officers may voluntarily elect to be assigned a firearm, as a self defense weapon, following the policy and guidelines set forth by the Probation Department.
- 23.00.00 HEALTH AND WELFARE.
- 23.01.00 The COUNTY agrees to fund and maintain a health benefit program at the contribution rate of 100% for single member coverage and an additional 50% for either two-party or dependent coverage using the premium rate structure of: Blue Shield under the Public EMPLOYEES Retirement System (PERS) Program, dental program, and the vision plan.
- 23.02.00 There shall be no change in the benefit levels, carriers or EMPLOYEE share during the term of the Agreement, unless mutually agreed upon by the COUNTY and the ASSOCIATION.
- 23.03.00 The County shall maintain the IRS 125 Plan to cover health plan premiums and to expand the program to certain other eligible costs as feasible.

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- 23.04.00 Any employee providing evidence of health coverage from an outside source, comparable to the coverage options with the County of Madera, will be eligible to have the County pay one hundred dollars (\$100) per month into a deferred compensation account in lieu of participation in the County health benefit program.
- 23.05.00 Employee Benefits Review Committee: An Employee Benefits Review Committee will be established to consider and recommend to the Board of Supervisors health and welfare benefit modifications and other benefit programs.
- 23.06.00 EMPLOYER will contract with a licensed health care services provider for an Employee Assistance Program that will provide employees and their dependents confidential Behavioral Health counseling for a total of up to 3 visits each six months with an EMPLOYER cost not to exceed \$2.00 per month per employee.
- 24.00.00 VACATION ACCRUAL.
- 24.01.00 The EMPLOYER agrees to maintain the current vacation accrual as set forth in Madera County Code Section 2.60.580.
- 24.02.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue vacation benefits for a period not to exceed three (3) months.
- 25.00.00 SICK LEAVE.
- 25.01.00 Subject to all other requirements, EMPLOYEES shall be allowed to use any accrued sick leave during their probationary period.
- 25.02.00 Employees shall be allowed to use sick leave privilege due to pregnancy or illness accompanying pregnancy.
- 25.03.00 EMPLOYEES receiving State Disability Insurance Workers' Compensation Temporary Disability Benefits and/or Social Security Disability benefits, may elect to integrate leave benefits (sick leave, vacation, overtime, holiday compensation) and will be charged the equivalent time off, to the nearest quarter (1/4) hour, to have their gross monthly salary when added to these benefits to equal the employee's gross salary when not receiving such benefits, for each day of disability payment until leave balances are exhausted. The average annual hourly rate as contained on the attached salary table shall be used for this purpose.
- 25.04.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue sick leave benefits for a period not to exceed three (3) months.
- 25.05.00 EMPLOYEES in the Deputy Probation Officer Unit shall be allowed one day sick leave credit for each month of continuous full-time service with unlimited accrual. Upon termination, in addition to their regular compensation, EMPLOYEES will be paid for their accrued sick leave balances and will be compensated according to the attachment entitled, Attachment B.

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- 25.06.00 For purpose of calculation, upon termination, the first seventy-five (75) days of sick leave accrual shall be compensated at a rate not to exceed 50% of the current hourly rate as shown in Column "A" of Attachment B. For additional sick leave days accrued above 75 days, but not exceeding 150 days, sick leave compensation shall be paid at the rate shown in Column "B" of Attachment B. For sick leave days accrued in excess of 150 days, compensation shall be at the rate shown in Column "C" of Attachment B.
- 25.09.00 For purposes of computing compensation of unused sick leave at termination for EMPLOYEES currently in permanently allocated positions as of 10/1/83:
- (a) An EMPLOYEE with a sick leave balance in excess of 75 days with less than twenty (20) years of service, shall be entitled to use accrued days up to the 10/1/83 balance amount and Column "A" of Attachment B. Total additional sick leave accrual which is in excess of the 10/1/83 balance will be computed in accordance with Column "B" and "C" of Attachment B.
 - (b) An EMPLOYEE with more than 20 years service shall be entitled to the percentage of sick leave compensation in effect prior to 10/1/83 (Madera County Code 2.60.540, January 14, 1974) on accrued sick leave up to the number of days that existed as of 10/1/83. Total sick leave above the 10/1/83 balance will be computed in accordance with Columns "A", "B", and "C" of the Attachment. Additional years of service after 10/1/83 will not be used for the calculation of unused sick leave at termination.
- 25.10.00 Employees off work on sick leave will not be disturbed by the County regarding work assignments, unless determined by the Department Head that normal County business cannot be maintained or postponed without such contact.
- 25.11.00 The EMPLOYER'S Catastrophic Leave Program is attached as Attachment C.
- 26.00.00 RETURN TO WORK MEDICAL ASSESSMENT.
- 26.01.00 EMPLOYEES required by the Department of Human Resources to have a COUNTY physical and/or psychological assessment due to certain types of illnesses or injuries or long-term disabilities and who are released to return to work by their attending physician shall be available for an assessment by the County Health Department.
- 26.02.00 After receipt of notice of EMPLOYEE'S ability to return, the Department of Human Resources and the County Health Department shall within three (3) working days schedule and conduct the employment examination.
- 26.03.00 If the EMPLOYEE has obtained the necessary medical documentation satisfactory to the County Health Department, any loss of working hours to the EMPLOYEE in excess of three (3) working days due to the Health Department's inability to conduct an examination shall not result in loss of pay or benefits to the EMPLOYEE.
- 27.00.00 FAMILY SICK LEAVE/PERSONAL LEAVE.
- 27.01.00 An EMPLOYEE shall be granted special leave with pay not to exceed a total of 80 hours in any one calendar year to be charged to sick leave in the event of an illness of a member of the EMPLOYEE'S immediate household such as to require his or her care.

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- 27.02.00 An EMPLOYEE shall be granted special leave with pay not to exceed a total of 56 hours in any one calendar year to be charged to sick leave in the event of a death of a member of the EMPLOYEE'S immediate family. "Immediate family" is defined as spouse, children, step-children, parents, guardians, grandparents, grandchildren, brothers, sisters, and in-laws.
- 27.03.00 An EMPLOYEE may be granted personal leave with pay, not to exceed twenty-four (24) hours in a calendar year to be charged to sick leave if the sick leave balance does not fall below 80 hours with the personal leave usage; otherwise the personal leave will be charged to vacation. If no vacation balance is available, personal leave may be charged to sick leave. No less than four (4) hours of leave shall be granted at any one time. No request for personal leave will be denied by the Department, unless the absence will cause an adverse impact upon the functioning of the Department.
- 28.00.00 UNIFORM ALLOWANCE.
- 28.01.00 Juvenile Detention Officers shall receive a Uniform Allowance of \$45 per month.
- 29.00.00 HOLIDAYS.
- 29.01.00 The following days are established as holidays for EMPLOYEES of the Deputy Probation Officer Unit:

NEW YEAR'S DAY, January 1
MARTIN LUTHER KING, JR. DAY, the third Monday in January
WASHINGTON'S BIRTHDAY, the third Monday in February
MEMORIAL DAY, the last Monday in May
INDEPENDENCE DAY, July 4
LABOR DAY, the first Monday in September
VETERAN'S DAY, November 11
THANKSGIVING DAY, the fourth Thursday in November
CHRISTMAS DAY, December 25
TWO FLOATING HOLIDAYS
8-HOUR WINTER HOLIDAY (to be taken Christmas Eve)

Effective November 2006, the Friday after Thanksgiving shall be added as an established holiday under Section 29.01.00.

Floating Holidays may be requested for any day of the year subject to Madera County Code Section 2.60.590.

In addition, any day specified as a holiday (not to be confused with days of thanksgiving, prayer, fasting, or otherwise) by executive order of the Governor or President shall be a paid holiday.

Whenever a holiday falls on a Sunday, the following Monday shall be recognized in lieu thereof. Any officer or EMPLOYEE whose regularly scheduled day off falls on a holiday or who is otherwise required to work on a holiday shall be entitled to a day off with pay to be taken in accordance with the provisions of Madera County Code Section 2.60.590.

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In 2005, the Friday after Thanksgiving shall be a paid day off in lieu of the Saturday holiday for January 1, 2005.

Beginning January 2006, and each year thereafter, the EMPLOYEES of the Unit shall be entitled to one day off with pay, subject to the provisions of Madera County Code Section 2.60.590, for each holiday that falls on a Saturday.

30.00.00 CLASSIFICATION AND ADVANCEMENT.

30.01.00 When an EMPLOYEE determines that over a period of time a majority of his/her job duties have changed or have been modified, it shall be the right of the EMPLOYEE to request in writing a reclassification audit be conducted by the Director of Human Resources.

30.02.00 All EMPLOYEE reclassification requests, except as provided above, will be processed and either approved or denied by the Director of Human Resources in a timely manner.

30.03.00 All Deputy Probation Officer positions will be flexibly staffed through the III level.

30.04.00 The period required to qualify for testing as a Deputy Probation Officer III, on a promotional basis, may be reduced from two years as a Deputy Probation Officer II to eighteen months, provided that the last performance evaluation received prior to the expiration of the eighteen months of experience as a Deputy Probation Officer II reflects achievement of an overall rating of outstanding, on the form provided by the Director of Human Resources.

31.00.00 SAVINGS CLAUSE.

31.01.00 The provisions of this Memorandum are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Memorandum shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, and phrases of this Memorandum, but they shall remain in effect, it being the intent of the parties that this Memorandum shall stand.

Should any portion of this Memorandum be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

32.00.00 EXCHANGE OF INFORMATION

32.01.00 The EMPLOYER and the ASSOCIATION agree to promptly exchange all public information and documents regarding wages, hours, and working condition affecting the EMPLOYEES of the Deputy Probation Officer Unit.

33.00.00 RATIFICATION.

33.01.00 Nothing contained in this Memorandum shall be deemed binding on either the EMPLOYER or the ASSOCIATION following signing of this Memorandum by the respective parties until it has been ratified by the ASSOCIATION'S membership and has been approved by the Madera County Board of Supervisors.

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34.00.00 TERM OF MEMORANDUM.

34.01.00 Except as otherwise provided herein, this Memorandum shall be effective upon adoption by the Board of Supervisors of the County of Madera and remain in effect until midnight the 31st of December, 2011.

34.02.00 This Memorandum may be extended by mutual agreement of the parties if additional time is needed to consummate a successor Memorandum.

COUNTY OF MADERA
("COUNTY")

Chief County Negotiator

Director of Human Resources

DEPUTY PROBATION OFFICER UNIT
("ASSOCIATION")

President

Vice-President

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Attachment A

<u>Class</u>	<u>Salary Range</u>	<u>Overtime Status</u>
Deputy Probation Officer I	Range 37	Non-Exempt
Deputy Probation Officer II	Range 43	Non-Exempt
Deputy Probation Officer III	Range 45	Non-Exempt
Juvenile Detention Office I	Range 30	Non-Exempt
Juvenile Detention Officer II	Range 36	Non-Exempt
Senior Deputy Probation Officer	Range 47	Non-Exempt

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Attachment B

Rate of Compensation - Sick Leave Payoff

<u>Years of Service</u>	<u>Balance of 0-75 Days</u>	<u>Balance of 76-150 Days</u>	<u>Balance of 150+ Days</u>
5 or more	15.0%	7.5%	3.0%
10 or more	25.0%	12.5%	5.0%
15 or more	35.0%	17.5%	7.0%
20 or more	50.0%	25.0%	10.0%

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Attachment C

Catastrophic Leave Program

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Attachment D

Salary Table